Doc. # 5496 109
ADOPTED

MEMORANDUM JUNE 4, 1992

TO: BOSTON REDEVELOPMENT AUTHORITY AND
THEODORE S. CHANDLER, ACTING DIRECTOR

FROM: PAUL BARRETT, DIRECTOR OF ECONOMIC DEVELOPMENT
VICTOR KAREN, DEPUTY DIRECTOR
JOHN O'BRIEN, PROJECT MANAGER

SUBJECT: SAIL BOSTON '92 - TEMPORARY LICENSE AGREEMENT WITH WHDH-TV, THE HOST STATION FOR THE SAIL BOSTON EVENT, PERMITTING THE USE OF A SMALL PORTION OF LONG WHARF FOR THE PURPOSES OF PROVIDING LIVE COVERAGE OF THE TALL SHIPS CELEBRATION.

SUMMARY: MEMORANDUM REQUESTS THAT THE DIRECTOR BE AUTHORIZED TO ENTER A TEMPORARY LICENSE AGREEMENT BETWEEN THE BRA AND WHDH-TV CHANNEL 7, THE HOST STATION FOR THE SAIL BOSTON EVENT, PERMITTING THE USE AND OCCUPANCY OF A SMALL PORTION OF LONG WHARF ON JULY 11, 1992 FOR THE PURPOSES OF PROVIDING LIVE COVERAGE OF THE TALL SHIPS CELEBRATION. SAID LICENSE AREA WILL ACCOMMODATE OTHER LOCAL, NATIONAL AND INTERNATIONAL NEWS MEDIA.

As you are aware, the City of Boston and the Commonwealth of Massachusetts will host over 200 foreign and domestic sailing vessels, including 30 Flagships, for a week-long international marine celebration. This spectacular fleet will visit Boston July 11 - 16, 1992 as part of the Grand Regatta Columbus '92 Quincentennial commemorating the 500th anniversary of the discovery of the Americas. Sail Boston '92 promises to be one of the largest events in New England, with an anticipated two million spectators.

On April 23, 1992 the BRA authorized the use and occupancy of various Authority owned waterfront properties for the purposes of providing public access and viewing for the many activities associated with the Tall Ships celebration. These areas include Long Wharf, Waterfront Park, Sargents Wharf and the Charlestown Navy Yard.

Most recently, the Authority received a request from WHDH-TV, Channel 7, the host station for the Sail Boston event, requesting permission to occupy a portion of Long Wharf as described in Exhibit "A" for the purposes of providing live news coverage of the parade of sail event on July 11, 1992. WHDH-TV, Channel 7 will be hosting the event with both local and satellite transmission to numerous national and international broadcast outlets. The license agreement will provide that other local, national and international news media stations shall be permitted within the License Area. The upper level of Long Wharf shall remain dedicated and available for public access and viewing.

Therefore, to effectuate the requests contained herein, it is requested that the Director be authorized to enter into and execute a License Agreement between the BRA and WHDH-TV, the host station for the Sail Boston event, permitting the use and occupancy of portions of Long Wharf on July 11, 1992 and for sufficient time prior to and following the event to permit set-up and break-down as described in Exhibit "A". This license will be used for the purposes of providing news coverage of the Tall Ships celebration.

An Appropriate Vote Follows:

VOTED: That the Director be authorized to enter into and execute a License Agreement between the BRA and WHDH-TV, the host station for the Sail Boston event, permitting the use and occupancy of portions of Long Wharf on July 11, 1992 and for sufficient time prior to and following the event to permit set-up and break-down as described in Exhibit "A". This license is issued for the purposes of providing news coverage of the Tall Ships celebration. Licensee shall permit other local, national and international news media within the License Area. Licensee shall indemnify and save harmless the Authority from any and all claims arising as a result of the activities permitted under this Agreement. Licensee shall also provide evidence of adequate insurance naming the Authority as an additional insured.

LONG WHARF MARRIOT
TV PRODUCTION VEHICLES
CUSTOM HOUSE BLOCK
LONG WHARF
5 FOOT EMERGENCY WALKWAY
NEWS MEDIA LICENSE AREA

Doc. # 5496
ADOPTED
6/4/92

LICENSE AGREEMENT

BY AND BETWEEN

BOSTON REDEVELOPMENT AUTHORITY

AND

WHDH-TV CHANNEL 7

This Agreement, entered into this ___ day of June, 1992 by and between the Boston Redevelopment Authority, a public body politic and corporate, duly organized and existing pursuant to Chapter 121B of the General Laws of the Commonwealth of Massachusetts, having its usual place of business in Boston, and hereinafter referred to as the Licensor, and WHDH-TV Channel 7, 7 Bulfinch Place, Boston, MA 02114, hereinafter referred to as the Licensee.

WHEREAS, the licensee has expressed interest in a portion of the property known as Long Wharf, as shown on the map attached hereto and made a part thereof, Exhibit A, "License Area"; and

WHEREAS, the Licensee wishes to occupy the License Area for the purposes of providing live news coverage of the Tall Ships celebration at said location;

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained, the Authority authorizes and permits the Licensee, its agents, employees, contractors and subcontractors, to enter upon the License Area for the purposes of providing live news coverage of the Tall Ships celebration.

The parties hereto agrees as follows:

1) The term of this License shall commence at 6 A.M. July 11, 1992 and shall terminate at 10 P.M. that same day or when no longer required by the Licensee, or is terminated by either party upon written notice at no cost or expense to the other party, whichever shall first occur.

2) The Licensee shall have complete responsibility and liability for compliance with all provisions of the codes, ordinances, and laws of the City of Boston and the Commonwealth of Massachusetts.

3) The Licensee shall indemnify and save harmless the Licensor from all suits, actions, claims, demands, damages or losses, expenses, and costs of any kind and description to which the Licensor may be subjected to or put, by reasons of injury

(including death) to persons or property resulting from, in connection with, or growing out of any act of commission or omission of the Licensee, its agents, servants, employees, visitors, contractors, subcontractors, or any and all other persons or corporations dealing with the Licensee in any way in the entry and use of the License Area. At the notice of the Licensor the Licensee shall initiate and complete all activities, including any legal proceedings, necessary to effect the resolution of any such suits, actions, claims, or demands.

4) The Licensee shall be required to carry for the term of this Agreement Comprehensive Public Liability Insurance, insuring the Licensee and Licensor against all claims and demands for personal injury and property damage with respect to the License Area. The limits for said insurance shall be not less than One Million ($1,000,000) Dollars for injury or death to more than one (1) person, and Two Million ($2,000,000) Dollars for injury or death to more than one (1) person in a single accident, and not less than Five Hundred Thousand ($500,000) Dollars for property damage.

5) The Licensee shall carry or require that there be carried Workers Compensation Insurance for all their employees and those of their contractors, subcontractors, and agents engaged in work at the site, in accordance with State Workman's Compensation Laws.

6) The Licensee agrees to assume all maintenance expenses including sewer, water, phone, and electricity charges pertaining to the License Area. The licensee shall pay directly to the proper person or authorities when due all charges with respect to the License Area, whether called charges, assessments, fees, or otherwise, for utility services, water and sewer use.

7) The Licensee shall make entry upon the License Area in "as-is" condition on the commencement date of this License Agreement. The Licensee shall not commit or suffer waste or impairment of the License Area property. Any damage to the License Area shall be repaired by the Licensee at his expense.

8) The Licensee agrees to maintain the License Area in a clean, safe and orderly manner. No accumulation of litter, rubbish, debris, or other disposable material shall be permitted within the License Area. Such maintenance and materials removal shall be carried out by the Licensee at their expense.

9) The Licensee covenants that it will not occupy or use the License Area, nor allow it to be occupied or used for any purposes other than for those expressly permitted under this Agreement.

10) In no event shall any of the activities hereby licensed under this agreement any way threaten damage to nearby utilities or buildings.

11) The Licensee shall, if the work herein permitted requires permitting, obtain the necessary permits from the City of Boston before proceeding with such operation.

12) The Licensee shall not discriminate in their hiring, nor will they allow any of their agents, contractors, subcontractors, or employees to discriminate upon the basis of race, color, sex, creed, or religion in their hiring practices. In accordance with this provision, the Licensee shall comply with the Licensor's Equal Employment Compliance Policy.

13) Failure to comply with any of the provisions of this Agreement shall constitute due cause to terminate this Agreement forthwith, and the Licensee agrees not to oppose or contest eviction proceedings when notified to vacate, or when notified that the Agreement has been terminated.

14) Licensee agrees to restore the License Area to its original condition. Such condition subject to Licensor's approval.

15) No fixtures shall be installed, and no improvements or alterations shall be made to the License Area without the Licensor's written permission. Upon the termination of this License Agreement by expiration of the term or otherwise, the Licensee shall remove from the License Area all of its equipment, supplies, furnishings, and other personal property, and shall, if directed by the Licensor, also remove all fixtures and fixed improvements installed by the Licensee and shall repair any damage caused thereby. Property not so removed shall, at the Licensor's option become the property of the Licensor.

16) This License may not be assigned, transferred, mortgaged or encumbered in any way without the specific written permission of the Licensor. Notwithstanding the above the Licensee shall permit other local, national and international news media within the License Area.

17) No parking of vehicles of any kind by the Licensee, its agent, employees, contractors and subcontractors or others, shall be permitted in the License Area as described in Exhibit A. Licensor acknowledges that the permitted activities will require use of a boom crane. Licensee acknowledges that an area has been provided behind the Chart House for TV Production Vehicle parking.

18) The Licensee shall not engage, directly or indirectly, in any commercial activities within the License Area, other than those enumerated in this license without the prior written approval of the Licensor.

19) The License Area is to be used exclusively for the purposes of providing live news coverage of the Tall Ships celebration as described in Exhibit "A" attached hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed, sealed and delivered, by their duly authorized officers respectively, as of the date first written above.

BOSTON REDEVELOPMENT AUTHORITY

_____ By: _____
Theodore Chandler, Acting Director

WHDH-TV CHANNEL 7

_____ By: _____
Sasha Norkin, Producer

APPROVED AS TO FORM:

_____
Robert F. McNeil
Chief General Counsel